

EXHIBIT 45

AGREEMENT BETWEEN CITY AND REHABILITATION INSPECTOR

AGREEMENT made on _____, _____, _____
(month) (day) (year)

BETWEEN the city of _____ and the Rehabilitation Inspector
_____, for the project located in above city, which has this general scope of
work: _____

The City and the Rehabilitation Inspector agree as follows:

SECTION 1 – DEFINITIONS:

- 1) The term “city” shall mean the first party to this agreement, regardless of that party’s relationship to the project property.
- 2) The term “financing source” shall mean any source of capital financing; source of interest, rental or capital subsidiaries or; any guarantor of the above.
- 3) The term “contractor” shall mean the contractor or contractors who are solicited to provide, or under contract to provide, materials, labor, or other services to complete the work required in the bid or contract documents.

SECTION 2 – RESPONSIBILITIES OF REHABILITATION INSPECTOR:

- 1) Project Review Phase: The Inspector shall review with the city the goals of the project, the design standards appropriate to the project, alternative methods of construction, alternative methods of contracting the work, and the requirements of proposed financing sources. The Inspector shall conduct a preliminary inspection of the project property to determine a generalized scope of work and a preliminary estimate, subject to revision and modification in the Specifications and Cost Estimate Phases.
- 2) Specifications and Estimate Phase: Based on the above review, the Inspector shall perform an inspection of the project property. From this inspection, the inspector shall prepare a deficiency list indicating all items in each structure that do not meet Housing Quality Standards provided by the grantee. The inspector shall then prepare floor plans and detailed specifications for rehabilitation work and a detailed cost estimate. A copy of the specifications shall be forwarded to a lead-based paint risk assessor identified by the city.

This inspection shall consist of a thorough visual evaluation of each area of the project property normally accessible to occupants or maintenance personnel and a determination of individual work items required to repair the property to the standards agreed upon with the city in the Project Review Phase. The Inspector shall be responsible for additional design, specification, and estimating necessitated by the discovery after the Specifications and

Estimate Phase of conditions that were not observed previously. This may include preparation of lead hazard reduction specifications in collaboration with a lead-based paint risk assessor, or asbestos removal as identified by a licensed asbestos inspector.

- 3) Bid Documents Phase: Based on the specifications and cost estimate, as approved by the city or adjusted at the request of the City with regard to the scope and quality of work, the Inspector shall prepare bid documents. These documents shall conform to the city's method of contracting the work and the requirements of proposed financing sources, consistent with CDBG/HUD procurement and contract requirements.
- 4) Project Approvals Phase: The Inspector shall assist the owner with regard to the city's filing of documents required for approval of the proposed activity by government authorities or the proposed sources of financing.
- 5) Construction Contracts Phase: The Inspector shall assist the City regarding the solicitation of bids and/or negotiated proposals, selection of a contractor and the preparation of contracts for construction. The inspector shall also be present at a pre-construction conference to be held prior to construction to communicate expectations and responsibilities.
- 6) Construction Phase: The Inspector shall be a representative of the City during the Construction Phase and shall have authority to act on behalf of the city to the extent set forth in the contract documents. All instructions to the contractor shall be forwarded through the Inspector. This phase shall commence with the award of a construction contract or contracts. The Inspector shall provide drawings or specifications in connection with change orders. This phase, together with the Inspector's obligation to provide basic services under this contract will end when a final Certificate for Payment is issued.
- 7) Project Monitoring: The Inspector shall visit the project site or sites at appropriate intervals to determine if the rehabilitation work is being performed in accordance with contract documents and to endeavor to protect the City against defects. The Inspector shall inform the City of work progress, determine the amounts owing to the contractor, and approve Request for Payment in accordance with contract documents. The Inspector shall have access to the work at all times when it is being performed.
- 8) Limit to Responsibilities: The Inspector shall not be responsible for the execution of construction tasks, or for safety precautions or for acts and omissions of the contractor, subcontractors, or other persons providing materials or performing the work, or for the failure of any of these to carry out the work in accordance with the contract documents or for any failure of any of them to pay for any materials or labor used in the project.

The Inspector will use due diligence in preparing cost estimates, but does not represent that bid prices will not exceed the estimates due to market conditions.

- 9) Should the City find that the inspector has not performed under this contract based upon the following:
 - a) has approved work for payment that has not been completed by the contractor in accordance with the contract documents, or

- b) has approved work for payment by the city that was not contained in the provisions of the contract documents and subsequent change orders, or
- c) has prepared contract provisions that resulted in material damage sustained to the property of the parties of said contract; and did not result from faulty contractor workmanship and the following conditions exist:

(1) no remedy on the part of the contractor is available to the city, and

(2) the city has made payment to the contractor for the deficiencies identified by the city;

then the city may require the inspector to provide an amount of funds to the city, not to exceed the amount of the payment to be made by the city to the inspector for the inspector's work on the house with the identified deficiencies. The city may also deduct the above-mentioned amount of funds from future reimbursements to the inspector in an amount not to exceed the payment for the inspector's work on the house with the identified deficiencies.

- 10) Certificates for Payment: The issuance of a Certificate for Payment shall constitute a representation by the Inspector to the city, based on the Inspector's observation of the work, that the work has progressed to the point indicated; that, to the best of Inspector's knowledge, information, and belief, the quality of the work is in accordance with the contract documents (subject to an evaluation of the work for conformance with the contract documents upon substantial completion); and that the Contractor is entitled to payment in the amount certified.
- 11) Rejection of Work: The Inspector shall have the authority to reject any work, which fails to conform to the contract documents, and require testing, removal, or special inspection of work, which is non-conforming.
- 12) Change Orders: the Inspector shall prepare change orders for the City's approval in accordance with contract documents.
- 13) Rebidding: The Inspector shall provide bid documents in excess of those described herein, as a result of a decision by the owner to rebid or a change in requirements of governmental authorities or financing sources subsequent to the first bidding.

SECTION 3 – RESPONSIBILITIES OF THE CITY:

- 1) Project Information: It is the City's responsibility to provide in a timely manner information on goals of the project, rehabilitation standards, proposed sources of financing, preferred contracting systems and other factors not under the control of the Inspector which are critical to performance of the services described herein.
- 2) City Representative: The City shall designate, at the request of the Inspector, a representative to review construction documents, make decisions and provide information required in this Section in a timely manner.

- 3) Legal Description and Survey: The City shall, at the request of the Inspector and at the owner's expense (unless otherwise provided in SECTION 9) provide the following services to the project.
 - a) A legal description and certified land survey of the site.
 - b) A soil survey by a soil engineer and/or other consultants.
 - c) Other test or inspections of the Project property as required by law, including provision of a licensed lead-based paint inspector and/or risk assessor.
 - d) Any legal appraisal accounting or other services required to carry out the project.

SECTION 4 – ARBITRATION:

- 1) All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration, arising out of or relating to this agreement, shall include, by consolidation, joinder or in any manner, any additional person not a party to this agreement except by written consent containing a specific reference to this agreement and signed by the Inspector, the City and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this agreement shall be specifically enforceable under the prevailing arbitration law.
- 2) Notice of the demand for arbitration shall be filed in writing with the other party to this agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim dispute or other matter in question would be barred by the applicable statute of limitations.
- 3) The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

SECTION 5 – TERMINATION OF AGREEMENT:

- 1) This agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- 2) This agreement may be terminated by the City upon at least seven days' written notice to the Inspector in the event that the Project is permanently abandoned.

- 3) In the event of termination, not the fault of the Inspector, the Inspector shall be compensated for all services performed to the termination date, together with an amount equal to ten percent of the total amount owing to the Inspector.

SECTION 6 – OTHER PROVISIONS:

- 1) Unless otherwise specified, this agreement shall be governed by the law of the principal place of business of the City.
- 2) The City and the Inspector waive all right against each other and against the contractors, consultants, agents, and employees of the other for damages covered by any property insurance during construction. The City and Inspector shall require appropriate similar waivers from their contractors, consultants, and agents.
- 3) Other Agreements: This agreement represents the entire and integrated agreement between the city and the Inspector and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both City and Inspector.
- 4) Assignment of Agreements: The City and the Inspector respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this agreement. Neither the City nor the Inspector shall assign, sublet, or transfer any interest in this agreement without the written consent of the other.
- 5) State and Federal Requirements: The inspector shall abide by the following regulations governing activities that may disturb lead painted surfaces while undertaking inspection activities required by this contract:
 - The Lead-Based paint Hazard Reduction Act of 1992 (Title X)
 - OSHA regulations governing Lead-Based paint at 29 CFR 1926.62 and other OSHA regulations pertaining to housing rehabilitation and demolition activities
 - EPA regulation at 40 CFR Part 61 governing Asbestos
 - The Missouri Air Conservation law Rs Mo.643, sections 225 through 250
 - Missouri regulation 10 CFR 10.6.080, 10 CFR 6.240, 10 CFR 6.250
 - Missouri Revised Statutes at 701.300 – 701.338 governing the licensing of lead professionals.
 - HUD regulations at 24 CFR Part 35 governing Lead-Based Paint in Federally Assisted Housing
 - Missouri State Work Practices Standards Governing Licensed Lead Professionals at 19 CSR 30-70.

These laws provide for the following, along others:

- The inspector is prohibited from inspecting any structure for the presence of lead or lead-paint hazards without a license provided by the Missouri Department of Health.
- The inspector shall not develop contract specifications that require a contractor to disturb more than 10 sq. ft. on exterior painted surfaces, 2 sq. ft. on interior surfaces, or more than 10% of the surface area of an interior painted surfaces in pre-1978 housing without incorporating the results of a paint inspection of those surfaces as part of the specification. The City shall furnish a copy of the paint inspection to the Inspector upon request.
- The inspector is prohibited from incorporating the following provisions to address lead-painted surfaces in pre-1978 housing:
 - Open flame burning or torching.
 - Machine sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control.
 - Abrasive blasting or sandblasting without HEPA local exhaust control.
 - Heat guns operating above 1100 degrees Fahrenheit or charring the paint.
 - Dry sanding or dry scraping, except dry scraping in conjunction with heat guns or within 1.0 ft. of electric outlets, or when treating defective paint spots totaling no more than 2 sq. ft. in one interior room or space, or totaling no more than 20 sq. ft. on exterior surfaces.
 - Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with the regulations of the Consumer Product Safety Commission at 16 CFR 1500.3 and/or other hazardous chemical in accordance with the Occupational Safety and Health Administration regulations at 29 CFR 1910.1200 or 1926.59, as applicable to the work.

SECTION 7 – PAYMENT TO INSPECTOR:

The owner shall compensate the Inspector as follows:

- 1) Fee for Basic Services: For basic services described in SECTION 2, compensation shall be computed as follows:
- 2) Payments: Unless otherwise stipulated in this paragraph payments shall be made monthly and in proportion to the services performed within each phase of work, on the basis set forth in the following paragraph.
- 3) Amounts Payable per housing unit:

Preliminary Rehabilitation Inspection and Design Complete \$_____

Completion of Rehabilitation Construction Management \$_____

Completion of Demolition Project

\$_____

- 4) Fee Adjustment: The City and the Inspector agree that if the scope of the Project is changed materially, the amounts of compensation will be adjusted accordingly.

SECTION 8 – OPTIONAL SERVICES:

- 1) Services for Basic Fee: Following are optional services which will be performed by the Inspector as part of basic services:

SECTION 9 – OTHER CONDITIONS:

(Include all Civil Rights Provisions and appropriate additional terms and conditions)

This Agreement entered into as of the day and year first written above.

CITY

INSPECTOR

EXHIBIT 46

CONTRACT FOR PROFESSIONAL SERVICES ADDITIONAL TERMS AND CONDITIONS

- 1) Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City* shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property and the Consultant shall be entitled to received just and Equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the City from the Consultant is determined.

- 2) Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the City as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.
- 3) Changes. The City may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendments to this Contract.
- 4) Personnel.
 - a) The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
 - b) All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c) None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be

specified by written contract or agreement and shall be subject to each provision of this Contract.

- 5) Assignability. The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto: Provided, however, that the claims for money by the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- 6) Reports and Information. The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
- 7) Records and Audits. The Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City.
- 8) Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
- 9) Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.
- 10) Compliance with Local Laws. The Consultant shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Consultant shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
- 11) Equal Employment Opportunity. During the performance of this Contract, the Consultant agrees as follows:
 - a) The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available

to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

- b) The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.
 - c) The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - d) The Consultant will comply will all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.
 - e) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f) In the event of the Consultant's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g) The Consultant will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Consultant may request the United States Government to enter into such litigation to protect the interests of the United States.
- 12) Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- 13) Section 109(a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any

program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

14) “Section 3” Compliance in the Provision of Training, Employment, and Business Opportunities.

- a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires, that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, in connection with the project, be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b) The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- c) The consultant will send to each labor organization or representative of workers, if applicable, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers’ representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous place available to employees and applicants for employment or training.
- d) The consultant will include this Section 3 clause in every subcontract for work, if applicable, in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

- 15) Section 503 of the Rehabilitation Act of 1973, as amended, provides for the nondiscrimination in contractor employment. All recipients of Federal funds must certify to the following through all contracts issued.

Affirmative Action for Handicapped Workers

- a) The consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The consultant agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
 - b) The consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - c) In the event of the consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - d) The consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the consultant's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.
 - e) The consultant will notify each labor union or representative of workers, if applicable, with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
 - f) The consultant will include the provisions of this clause in every subcontract, if applicable, or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The consultant will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
- 16) Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

- 17) Age Discrimination Act of 1975. No person in the United States, on the basis of age, shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
- 18) Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.
- 19) Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Consultant shall take appropriate steps to assure compliance.
- 20) Interest of Consultant and Employees. The Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

EXHIBIT 47

Standard Form of Agreement Between City and Consultant For Professional Lead-Based Paint Risk Assessment Services

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion. The State of Missouri hereby assumes no responsibility for the legality or content of this document, and is presented only as a sample for use by CDBG grantees.

This is an agreement made as of _____ 20____, between _____ (city) and _____ (consultant). The city intends to perform a community development project, and the city and consultant in consideration of their mutual covenants herein agree in respect of the performance of professional lead-based paint risk assessment services by consultant and the payment for those services by city as set forth below. Consultant shall provide professional lead-based paint risk assessment services for the city for housing rehabilitation activities in the project to which this agreement applies, serve as the owner's representative for the project as set forth below, and shall provide professional consultation of services hereunder.

Section 1 – Basic Services for Consultant

The consultant shall perform professional lead-based paint risk assessment and lead-based paint inspection services as hereinafter stated which are part of the city's Community Development Block Grant Program,

Project # _____. The specific services of the consultant are indicated in Exhibit A, "Scope of Services."

Section 2 – City's Responsibilities

The city shall:

- 1) Provide all criteria and full information as to city's requirements for each housing rehabilitation project and furnish copies of all documents related to these projects. The city is required to provide the consultant with a work write-up, prepared by the city's housing rehabilitation inspector, and written so as to allow the consultant to determine all painted surfaces that will be disturbed during the course of each housing rehabilitation project.
- 2) Assist consultant by placing at his disposal all available information pertinent to housing rehabilitation projects, including previous reports and any other data relative to these projects.
- 3) Give prompt written notice to consultant whenever the City observes or otherwise becomes aware of any development that affects the scope of timing of the consultant's services.
- 4) Bear all costs incidental to compliance with the requirements of Section 2.

- 5) The city is responsible for providing a copy of all reports submitted by the consultant to the homeowner, as is required by state and federal requirements.

Section 3 – Period of Service

- 1) The provisions of this Section 3 and the rates of compensation for the consultant's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion.
- 2) The consultant agrees to complete each risk assessment, partial inspection, and clearance testing in the time frame jointly agreed upon by the lead hazard reduction contractor, rehabilitation contractor, consultant, and homeowner for each house identified by the CDBG project administrator.
- 3) If the city or homeowner has requested significant modifications or changes in the extent of the project, the time of performance of consultant's services and his rates of compensation shall be adjusted appropriately, upon receipt of approval from the City.

Section 4 – Payments to Consultant

- 1) The maximum amount the city shall pay the consultant for performance of this agreement shall not exceed the amounts specified for the following activities.

Risk Assessment	\$_____/Unit
Lead Hazard Screen	\$_____/Unit
Partial Inspection	\$_____/Surface Tested
Clearance	\$_____/Visit/Unit

Payment will be made upon receipt of the appropriate number of copies of a usable report for the relevant activity. The City will not pay for more than two visits per unit for clearance testing.

- 2) The Consultant shall submit monthly statements for services and expenses incurred at the time of billing. The city shall make prompt payments in response to consultant's monthly statements.

Section 5 – General Considerations

- 1) The obligation to provide further services under this Agreement may be terminated by either party upon ten days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 2) The consultant shall comply with all applicable rules, regulations, laws, and requirements in relation to the Community Development Block Grant Program as distributed by the Missouri Department of Economic Development.
- 3) In addition to the provisions of the additional terms and provisions, under Part II of this contract, the consultant shall comply with the following state and federal regulations in the conduct of the work outlined in this contract:

- The Lead-Based paint Hazard Reduction Act of 1992 (Title X)
 - OSHA regulations governing Lead-Based paint at 29 CFR 1926.62 and other OSHA regulations pertaining to housing rehabilitation activities
 - Missouri regulation 10 CFR 10.6.080, 10 CFR 6.240, 10 CFR 6.250
 - Missouri Revised Statutes at 701.300 – 701.338 governing the licensing of lead professionals.
 - HUD regulations at 24 CFR Part 35 governing Lead-Based Paint in Federally Assisted Housing
 - Missouri State Work Practices Standards Governing Licensed Lead Professionals at 19 CSR 30-70.
- 4) The city and consultant each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations to this agreement.
- 5) Neither the city nor consultant shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except as stated in paragraph 5.3 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to or assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent consultant from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of service hereunder.

Section 6 – Special Provisions and Exhibits

- 1) The following exhibits are attached to and made a part of this Agreement.
- a) “Scope of Services,” consisting of _____ pages.
 - b) “Terms and Conditions,” consisting of _____ pages.
- 2) This Agreement (consisting of pages 1 to _____, inclusive), together with the exhibits identified above, constitute the entire agreement between the city and consultant and supersede all prior written or oral understandings. This agreement and said exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first above written.

City

Consultant

NOTE: Attach Section 3 provisions to Administrative Contract.

Scope of Service

The consultant shall complete, in a professional and timely manner, the following services relative to the city's Community Development Block Grant Program. Such actions shall be performed in a manner prescribed by the Missouri Department of Economic Development. The city will refer housing rehabilitation projects to the consultant and request that the following activities be conducted:

- 1) For all houses that will be occupied by children under six, are rental units, or are a pre-1978 dwelling that will be rehabilitated with CDBG funds, a risk assessment or lead hazard screen must be conducted in accordance with DHSS Work Practice Standards and HUD Guidelines, with the exception of on-going monitoring. Two copies of the risk assessment report or lead hazard screen report shall be provided to the city. The city must provide a copy to the homeowners, rental property owners, and the tenant, if the rental unit is occupied.
- 2) Complete a lead-based paint risk assessment for all surfaces to be disturbed by the housing rehabilitation process in houses constructed before 1978. Three copies of a report identifying the lead content in these surfaces shall be provided to the city.
- 3) The risk assessor shall monitor the progress of abatement and/or interim control activities at the request of the city and/or housing inspector representing the city. The risk assessor is under no obligation to provide air quality monitoring services for any construction contractor.
- 4) The risk assessor shall provide clearance-testing services. Three copies of the clearance testing reports for each unit shall be provided to the city. The city must provide copies to
- 5) The risk assessor will work in collaboration with the rehabilitation inspector and project administrator to develop contract specifications for lead hazard reduction activities, including an occupant protection plan. An overall lead hazard reduction plan shall be submitted as part of the risk assessment report identified in item number 1.
- 6) The consultant will attend pre-construction meetings for specified housing rehabilitation projects at the request of the city.

EXHIBIT 48

PRECONSTRUCTION CONFERENCE REPORT

I (We), the undersigned, have on this date at _____ participated in a preconstruction conference prior to the signing of a contract for the rehabilitation of my (our) property. I (We) acknowledge that I (we) understand the terms of the contract, the explanation of the work to be performed by the contractor, the roles of the grant administrator, and the housing rehabilitation inspector, and our responsibilities during the construction phase. I (We) further understand and acknowledge that the (City/State/County) housing rehabilitation program assumes no responsibilities for the work performed and does not warrant any work performed.

Signature of Property Owner

Date

Signature of Property Owner

Date

I, the undersigned, hereby certify that the preconstruction conference was held on this date between the homeowner(s), grant administrator, housing rehabilitation inspector, and myself. I understand the procedures to be followed for change orders and requests for payments and inspections. I understand and agree that the work performed must meet the standards of performance required by the housing rehabilitation program and established by the program specifications and work write-up.

Signature of Contractor & Title

Date

I, the undersigned, hereby certify that I participated in a preconstruction conference this date.

Signature of Housing Rehabilitation Inspector

Date

NOTICE TO PROCEED

- ☐ I, the undersigned, hereby authorize the contractor to commence work on the property known as _____ within _____ days of the execution of this document. The property will be available to you to perform the work stated in the contract between _____ a.m. and _____ p.m., Monday through Friday, unless otherwise specified by the owner. If the contractor does not commence work within the specified time, the owner may upon proper notification, consider the property improvement contract to be in default.
- ☐ I elect to withhold authorization to proceed until a later date at which time a separate Notice to Proceed will be issued.

Signature of Property Owner

Date

EXHIBIT 49

NOTICE TO PROCEED

Re: _____

Dear _____:

Enclosed is your executed copy of the contract dated for rehabilitation of property at _____, in the _____.

Pursuant to the provisions of the Contract, you are hereby given notice to proceed with the work. Your attention is invited to the requirement to commence work within ten (10) calendar days after the date you receive this Notice, and the requirement that the work be completed within _____.

Please acknowledge receipt of this Notice to Proceed as below and return a signed copy to this office.

Sincerely,

Project Administrator

The above Notice was received on _____, which established the completion date as _____.

Contractor

EXHIBIT 50

REQUEST FOR PAYMENT

Application No. _____

Payment No. _____ Final Payment _____ (Inspection Certificate Attached)

THIS IS TO CERTIFY that, in accordance with the terms of the Contract executed the _____ day of _____, 20____, by and between _____, Contractor, _____, Owner, and the City/County of _____, Missouri Housing Rehabilitation Board, for _____ (housing rehabilitation, clearance and demolition) at _____ (address), Missouri, there will be due and payable from the City/County of _____, Missouri upon the _____ day of _____, 20____, the sum of _____ dollars (\$_____).

Original Contract Amount: \$_____

Total Additions: \$_____

Total Deductions: \$_____

Contract to Date: \$_____

Previous Payment Issued: \$_____

This Payment: \$_____

Total Payments: \$_____

Contract Balance: \$_____

The CONTRACTOR hereby states that he has examined the above, found it to be correct, and now requests payment of the amount shown.

(date) (Contractor) By _____

The HOUSING REHABILITATION BOARD hereby certifies that it has examined the above, found it to be correct, and request that the City make payment in the amount shown.

(date) (Board Member)

PAYMENT MADE IN THE AMOUNT OF \$_____ ON THE _____ DAY OF _____, 20____, AS AUTHORIZED BY THE GOVERNING BODY.

(Project Administrator)

DRAW REQUEST

Owner: _____

Address: _____

Contractor: _____

CONTRACTOR REQUEST FOR PARTIAL PAYMENT

Draw # _____ \$ _____

I hereby certify that I have completed the work specified below in accordance with the Rehabilitation Contract and request partial payment of \$_____ per the attached itemized request. I hereby certify that all payments due my subcontractors, suppliers and laborers have been made, and subcontractor and material house release of liens are attached.

(Authorized Agent for Contractor)

Date

OWNER APPROVAL

I hereby accept all work completed by the contractor listed above and authorize partial payment of the amount specified in accordance with the above referenced Rehabilitation Contract, as due and payable to the contractor, from the proceeds of my loan.

Signature

Date

REHAB SPECIALIST APPROVAL

Total Amount Approved: _____

Retained: 10% _____

Net Amount Approved: _____

Progress Payment: _____

Inspector: _____

Title: _____

Date: _____

FINAL DRAW REQUEST

JOB ADDRESS: _____

CONTRACTOR: _____

CONTRACTOR REQUEST FOR FINAL PAYMENT \$ _____

I hereby certify that I have completed 100% of the work in accordance with the Rehabilitation Contract and request final payment of \$_____ which included payment for all Change Orders of \$_____.

Authorized Agent for Contractor

Date

FINAL PAYMENT CHECKLIST

Prior to receiving your final payment you must present to the Agency Rehab Specialist properly completed and notarized Lien Releases, Local County or City Inspection Certificates, and warranties.

	REQUIRED	RECEIVED
Contractor Affidavit	_____	_____

LIEN WAVERS

General Contractor	_____	_____
HVAC	_____	_____
Electrician	_____	_____
Plumbers	_____	_____
Other	_____	_____

LOCAL INSPECTION CERTIFICATES

	REQUIRED	RECEIVED
General Repair Permit	_____	_____
Plumbing Final	_____	_____
Electrical Final	_____	_____
Heating Final	_____	_____

WARRANTIES

	REQUIRED	RECEIVED
Roof	_____	_____

HVAC	_____	_____
Water Heater	_____	_____
Siding	_____	_____
Other:	_____	_____
Other:	_____	_____

Material Suppliers:

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____

Rehab Specialist Approval

I certify all work is complete; warranties and release of liens have been received; permits have been finalized, and I approve the release of this final payment.

Rehab Specialist

Date